

98-SQ-30-12290
REQUEST FOR QUOTATION
COMMERICAL ITEM

FISHING PIER AT MESQUITE BAY

HAVASU NATIONAL WILDLIFE REFUGE
LAKE HAVASU, ARIZONA

LOWER COLORADO REGIONAL OFFICE
BOULDER CITY, NEVADA

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

1998

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Attachment No. 1 - Geologic Logs of Drill Holes

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 98-3002100-00012		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 98-SQ-30-12290	
7. FOR SOLICITATION INFORMATION CALL: ▶		a. NAME Beverly Nelson				b. TELEPHONE NUMBER (No collect calls) 702-293-8524	
9. ISSUED BY Mail to: Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City NV 89006-1470		CODE LC-3113		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) SIC: 3448 SIZE STANDARD: 500 Employees		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15. DELIVER TO U.S. Bureau of Reclamation Campbell Cove 1029 London Bridge Road Lake Havasu City, AZ 85404.		CODE		16. ADMINISTERED BY See Block 9		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center P.O. Box 2705 Denver CO 80235-0045		CODE LC-7734	
TELEPHONE NO.		<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM to 52.212-4, paragraph e.			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
(See Page 3, Continuation of Blocks 19-20)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136
Expires: 09/30/98

CONTINUATION OF BLOCK 19 THROUGH 24 OF SF-1449

1. The Requirements.

(a) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.

(b) Offers will be considered for award on item 1.

(c) At the option of the Government, additional Items 1a through 4b may exercised in accordance with the clause entitled "Option for Additional Numbered Line Items."

(d) Dependent upon the contractor's desire to utilize the Government-furnished piles or to furnish its own piles, offerors shall submit an offer on either Items 2a or 2b, but not both 2a and 2b.

(e) Dependent upon the contractor's desire to utilize the Government-furnished piles or to furnish its own piles, offerors shall submit an offer on either Items 4a or 4b, but not both 4a and 4b.

2. The Schedule of Supplies/Services

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
1	Customize and deliver a prefabricated fishing pier to Campbell Cove, Lake Havasu, Arizona (Note: price for piles shall be reflected in Item 1a)	1	LS		
OPTIONAL WORK ITEMS TO BE EXERCISED AT THE DISCRETION OF THE CONTRACTING OFFICER AND IN ACCORDANCE WITH THE TERMS OF THE CLAUSE ENTITLED LCR 1452.217-901 "OPTION FOR ADDITIONAL NUMBERED LINE ITEMS"					
1a	Furnish all pier piles necessary to assemble and install the prefabricated fishing pier at south Mesquite Bay, Lake Havasu, Arizona.	1	LS		
2a*	Assemble and install the prefabricated fishing pier at south Mesquite Bay, Lake Havasu, Arizona using contractor-furnished piles.	1	LS		
2b*	Assemble and install the prefabricated fishing pier at south Mesquite Bay, Lake Havasu, Arizona using Government-furnished piles.	1	LS		

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
3	Fabricate additional pier sections (maximum section length is 30 feet; up to a total length of 60 feet). Place cost per section in the "Unit Price" column. Section length _____ ft.	60	lin. feet		
4a**	Assemble and install additional pier sections using contractor-furnished piles. Place cost per section in the "Unit Price" Column. Section length _____ ft.	60	lin. feet		
4b**	Assemble and install additional pier sections using Government-furnished piles. Place cost per section in the "Unit Price" Column. Section length _____ ft.	60	lin. feet.		

CONTRACT CLAUSES

1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (APR 1998)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;

- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41

U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

2. ADDENDUM TO 52.214-4.

The following contract terms and conditions are also applicable to this acquisition.

a. 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

b. 1452.228-70 LIABILITY INSURANCE--DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person
 \$500,000 each occurrence
 \$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

c. WBR 1452.217-901 OPTION FOR ADDITIONAL NUMBERED LINE ITEMS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) The Government may require the performance of work required under the additional numbered line items identified in the Schedule of Supplies and Services as Items 1a, 2a, 2b, 3, 4a, and 4b at the unit prices stated in the schedule.

(b) The Contracting Officer may exercise the optional work at Items 1a, 2a, 2b, 3, 4a, and 4b by written notice to the Contractor no later than September 30, 1998.

(c) The time required for completion of Items 1a, 2a, 2b, 3, 4a, and 4b, shall be as specified in the Time of Delivery clause listed in paragraph d. below.

d. TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

Item No.	Quantity	Time of Delivery
1	1 LS	Within 90 calendar days of Notice to Proceed with Manufacturing.
1a	1 LS	If this optional work is exercised, within 90 calendar days of Notice to Proceed with Manufacturing.
2a	1 LS	If this optional work is exercised, within 90 calendar days of Notice to Proceed with Installation.
2b	1 LS	If this optional work is exercised, within 90 calendar days of Notice to Proceed with Installation.
3	60 lin. ft.	If this optional work is exercised, Within 90 calendar days of Notice to Proceed with Manufacturing

Item No.	Quantity	Time of Delivery
4a	60 lin. ft.	If this optional work is exercised, within 90 calendar days of Notice to Proceed with Installation.
4b	60 lin ft.	If this optional work is exercised, within 90 calendar days of Notice to Proceed with Installation.

(b) Upon approval by the Government of the manufacturing process and materials to be utilized in the manufacturer of fishing pier, the Contractor will be issued a Notice to Proceed with Manufacturing of the prefabricated fishing pier. The contractor shall within 90 calendar days of the Notice to Proceed with Manufacturing complete and have delivered to the Government-operated facility at Campbell Cove the prefabricated fishing pier.

(c) If the Government elects to exercise the option for the work listed in Item 1a, the Contractor will be issued a Notice to Proceed with Manufacturing. The contractor shall within 90 calendar days of the Notice to Proceed with Manufacturing complete and have delivered to the Government-operated facility at Campbell Cove the piles necessary to assemble and install the fishing pier.

(d) If the Government elects to exercise the option for the work listed in Item 2a or 2b, the Contractor will be issued a Notice to Proceed with Installation. The Contractor shall within 90 calendar days from the date of the Notice to Proceed with Installation completely assemble and install the prefabricated fishing pier in the location and as directed in the specifications. This work shall include final cleanup of the site.

(e) If the Government elects to exercise the option for the work listed in Item 3, the Contractor will be issued a Notice to Proceed with Manufacturing. The contractor shall within 90 calendar days of the Notice to Proceed with Manufacturing complete and have delivered to the Government-operated facility at Campbell Cove the additional pier sections.

(f) If the Government elects to exercise the option for the work listed in Item 4a or 4b, the Contractor will be issued a Notice to Proceed with Installation. The contractor shall within 90 calendar days of the Notice to Proceed with Installation complete and have delivered to the Government-operated facility at Campbell Cove the additional pier sections.

(g) Nothing in this clause constitutes the intention of the Government to order or promise to order the option work listed in items 1a through 4b of the schedule of supplies or services.

e. SUBMISSION OF INVOICES.

Invoices shall be submitted in writing to the Contracting Officer, Attention: LC-3113, Bureau of Reclamation, P.O. Box 61470, Boulder City, Nevada 89006-1470. Payment will be made in accordance with the Prompt Payment Act and implementing clause contained in the contract.

3. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 1996)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d) (2) and (3));
- (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- (6) 52.222-26, Equal Opportunity (E.O. 11246).
- (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- (12) Reserved.
- (13) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- (14) 52.225-19, European Union Sanction for Services (E.O. 12849).
- (15)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103- 187).
- (15)(ii) Alternate I of 52.225-21.
- (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

- _____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- _____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

STATEMENT OF WORK

FISHING PIER AT MESQUITE BAY
Havasu National Wildlife Refuge
Lake Havasu, Arizona

PART 1 GENERAL

1.01 SUMMARY

- A. As described in the specifications contained herein customize and deliver a prefabricated fishing pier to Campbell Cove, Lake Havasu, Arizona, where the fishing pier will be stored at Government expense.
- B. Provide all hardware items necessary to facilitate a complete installation of the fishing pier including cross bracing, if required by the design.
- C. Provide complete assembly and installation instructions.
- D. One or more of the following additional work items may be performed under these specifications at the option of the Contracting Officer.
 - 1. If Government-furnished piles are not utilized, furnish piles necessary to install the fishing pier.
 - 2. Assemble and install the prefabricated fishing pier at south Mesquite Bay, Lake Havasu, Arizona utilizing contractor-furnished piles; or
 - 3. Assemble and install the prefabricated fishing pier at south Mesquite Bay, Lake Havasu, Arizona utilizing Government-furnished piles.
 - 4. Fabricate additional pier sections (maximum section length is 30 feet; up to a total length of 60 feet.)
 - 5. Assemble and install additional pier sections utilizing contractor-provided piles
 - 6. Assemble and install additional pier sections utilizing Government-provided piles

1.02 SYSTEM DESCRIPTION

- A. The complete system shall be capable of meeting the following design performance parameters:
 - 1. Walking Deck Live Load: 50 pounds per square foot.

2. Wind Load: 80 miles per hour from any direction.
3. Waves and Fetch: Waves 3-feet high with 3-mile fetch from the southwest.
4. Pier Section Design: Fixed pier to piles driven into the lake bottom.
5. Pile Spacing: Optimized to the extent practicable based on diameter of the piles and length of pier sections.
6. Pile Bracing: Cross bracing to keep lateral deflection of piles to a minimum. Bracing below water surface shall be connected to pile with some type of adjustable connector. Bracing above water surface may be welded to pile.
7. Length of pier sections: 30 feet, maximum.
8. Deck surface: Durable, low maintenance, skid resistant, and non-flammable. Deck panels shall be replaceable, but not easily removable by the general public, and be uniform thickness throughout. Painting of surfaces is not required.
9. Safety Handrail: Height; 42 inches with midrail at 21 inches and 2-inch high toe kick. Location: perimeter of the entire pier. Handrails shall be 1½ inch O.D., maximum, and designed to resist a 250 pound load applied from any direction.
10. Deck Guard: Provide perforated, weather-resistant deck guard between the 2-inch high toe kick and the midrail of the handrailing to prevent materials on the pier (tackle box, drinks, accessories, etc.) from rolling or blowing off.
11. Canopy: Ribbed or corrugated metal roofing over a supporting frame capable of supporting a 200 pound concentrated load at mid-span.
12. Canopy Fascia Protection: Perimeter of the canopy roofing shall have a protective fascia to conceal the sharp metal roofing edges.
13. Dissimilar metals: Detail what measures will be used in the construction and erection to prevent contact between dissimilar metals.
14. Under-Canopy Lighting: Provide a minimum of 1-foot candle power at the pier deck surface under canopy. No electricity is available at the site. Provide means of energizing lighting fixtures using photovoltaic cells and low voltage lights with photocells for nighttime operation. Lighting system components shall be vandal-resistant and not easily removed.

15. Pier materials: Materials used in the fabrication and construction of the pier shall be corrosion resistant, durable and low maintenance designed for long term public use and able to withstand extreme heat and direct sunlight and 120+ degree Farenheight temperatures without deformation or melting.
16. Gang Plank: Provide a pier system to shoreline transition.

1.03 SUBMITTALS

- A. **PRE-AWARD (Items 1 through 7 must be submitted with the initial offer in order to be considered for award. Discussions with offerors prior to award are not contemplated on this acquisition and all materials required for a meaningful evaluation of the product must be submitted with the initial offer.)**
1. Provide manufacturer's design plans describing performance and functional tolerances of the complete pier system. Submittal descriptions should include pier system properties to the extent necessary showing all components of the pier system Including pile diameter and spacing and lighting.
 2. Describe quality control tests and verifications needed for the complete pier system installation. Performance requirements may include criteria for structural, thermal and other properties and should be stated to the extent they apply to the performance requirements of the complete pier system. Fabrication and erection tolerances should be as stated elsewhere in these specifications.
 3. Provide two, 12-inch long samples of deck material.
 4. Provide complete step-by-step instructions on how to assemble and install the pier typed in the English language in no less size type than 8 points.
 5. Include complete maintenance requirements and recommended inspection schedules for the pier system and pilings typed in the English language in no less size type than 8 points.
 6. Submit all quotations and submittals to the Contracting Officer, Attn: LC-3113, Bureau of Reclamation, P.O. Box 61470, Boulder City, Nevada,.
 7. Provide a list of all pier jobs or similar work performed by your company within the last 2 years. Include name of company, location of project, associated contact person(s) with telephone number, and dollar value of project.

If you intend to subcontract any of the work required under this RFQ, please submit the same information requested in this paragraph for all subcontractors.

B. POST-AWARD

1. Provide four copies of the detailed installation drawings and calculations for horizontal and vertical loading, including piles and bracing, signed and sealed by a Professional Engineer, within 30 calendar days of award.
2. Include two copies of all manufacturer's data sheets.
3. At the option of the Contracting Officer, erect the pier system within 90 days after delivery of the pier system to the storage area.
4. All required submittals should be delivered to the Contracting Officer, Attention: LC-3113, at the Bureau of Reclamation, P.O. Box 61470, Boulder City, Nevada 89006-1470.

- C. The government may require up to 45 calendar days to review manufacturer's design plans and descriptions, sketches, fabrication design drawings.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver the pier sections, fabrications, fasteners and accessories no later than 90 days after notice to proceed, to the government operated facility located at Campbell Cove, 1029 London Bridge Road, Lake Havasu City, AZ 85404.
- B. A temporary storage area will be provided at the facility. All materials shall be placed on contractor-furnished skids or pallets above ground. Deliver all fasteners to the job site in well marked, unopened boxes or containers. Small items may be stored elsewhere.
- C. Loading, transporting, unloading, storing and handling of pier sections, fabrications, fasteners and miscellaneous materials shall be conducted so that the material will be kept clean and free from injury.
- D. Material that is damaged, dented or excessively scratched during shipment or in storage will not be allowed to be incorporated into the work.
- E. Damaged material shall be replaced at Contractor's expense.

1.05 SITE CONDITIONS

- A. Mesquite Bay is located within the Havasu National Wildlife Refuge, on the Arizona shoreline of Lake Havasu, at the north end of Lake Havasu City limits about 3 miles north of London Bridge. The project site is within a cove that has a direct west aspect to Lake Havasu, and is closed to the lake on the other three sides.

- B. There is no vehicle access to the site by land. All installation shall be done using water access. Small items may be carried to the site by access trail.
- C. A government operated staging facility with boat ramp is available one mile south of the project site.
- D. Lake level elevations fluctuate between 445' M.S.L. to 450' M.S.L.. Normal operating range is between 446' and 449'. Water depths under the pier may vary between 15' to 22'.
- E. Geological data consisting of Standard Penetration Test Logs (SPT logs) for three holes drilled into the bottom of Lake Havasu in south Mesquite Bay are attached. See Attachment No. 1.

1.06 PERMITS

- A. All permits required for construction and installation at the site shall be obtained by the Contractor

1.07 WARRANTY

- A. All items shall have a one year warranty against defects in materials and workmanship.

1.08 EXTRA STOCK

- A. Provide replacement deck panels equal to a minimum of 100 SF including associated fasteners and hardware to install extra stock.

PART 2 PRODUCTS

2.01 EXISTING MATERIALS

- A. Available for use by the Contractor at no charge are Government-furnished piles: ASTM A53, Type E, galvanized, 3½ " nominal diameter, standard steel pipe. Piles are located at the Campbell Cove facility.

2.02 MATERIALS

- A. Contractor Furnished Piles: ASTM A53, Type E, galvanized, 3½ " nominal diameter, standard steel pipe, or an approved equal.
- B. Steel: Hot-dip galvanizing, ASTM A525 (general); Hot-dip galvanized after fabrication, ASTM A123 (welded); Hot-dip galvanizing after fabrication ASTM A153 (one piece).

- C. Aluminum: ASTM B557, 6061-T5 or 6061-T6, general purpose members; 6063-T5 high strength members.
- B. Canopy roof panels: Ribbed or corrugated metal panels.
- C. Fasteners: Nuts, bolts and washers, ASTM 300 series, stainless steel.

2.03 MANUFACTURED SYSTEM

- A. Include statements describing the complete manufactured system, such as standard catalog items. Statements may include descriptive requirements for the materials, specific fabrication, finishes, and function. Include information on each specific item as appropriate.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspection records of construction will be kept by Bureau of Reclamation inspectors.
- B. The inspection and acceptance of materials will be made upon delivery to the temporary storage site and again at the site of the work.

3.02 INSTALLATION OF PILES

- A. Locate accurately and drive in such a manner that when driving is complete the pile head is within two inches of the design location both vertically and horizontally in accordance with approved drawings.
- B. Plumb piles to within 1/4" per vertical foot.
- C. If not driven within the specified tolerances, a determination shall be made by the government as to whether such piles are withdrawn and redriven if not damaged or allowed to remain in place with appropriate modifications.
- D. Maintain a log of the pile driving operation. Records shall include sizes, lengths, and locations of piles, sequence of installation, final tip and head elevations, installation equipment used and relevant operational parameters such as force of hammer blow, water pressure and flow rates when jetting, drilling torque and RPM, and weather and water conditions.

3.03 INSTALLATION OF PIER

- A. Erect pier sections, canopy, and handrailing as shown on the approved drawings.

- B. Make fastened connections in such a way to prevent torquing, twisting or undue stress of the pier sections.
- C. Test under-canopy lighting.

3.04 ADJUSTING

- A. Adjust final pier deck surface to elevation shown on the drawings.
- B. Tighten all loose connections.

3.05 CLEANING

- A. After installation, clean all exposed portions of the pier surfaces to remove dirt, grease, oils or other deleterious substances.
- B. Remove all trash and packing materials from the site and dispose in proper containers or disposal sites.

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

WBR 1452.214.906 LIST OF CONTRACT DOCUMENTS--BUREAU OF RECLAMATION-
LOWER COLORADO REGION (NOV 1996)

<u>Attachment No.</u>	<u>Title</u>	<u>No. of Pages</u>
1.	Geologic Logs of Drill Holes	4
2.	Drawings. No. 1 - Location Map No. 2 - Elevation & Top Views No. 3 - Cross Section	3

SOLICITATION PROVISIONS

1. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 1997)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show----

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697- 2569).

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone (610) 607-2667/2179).

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

2. ADDENDUM TO 52.212-1

Paragraph (h) does not apply to this acquisition. Multiple awards will not be made on this acquisition.

3. 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 1997)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. technical capability of the item offered to meet the Government requirement,
2. price; and
3. past performance

Technical, price and past performance are of equal importance.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

4. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 1997)

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business concern that--

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

() TIN: _____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal, state, or local government;
- Other. State basis. _____

(2) Corporate Status.

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Other corporate entity;
- Not a corporate entity:
- Sole proprietorship
- Partnership
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

- Offeror is not owned or controlled by a common parent.
- Name and TIN of common parent:
Name _____
TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Small disadvantaged business concern. The offeror represents that it () is, () is not a small disadvantaged business concern.

(3) Women-owned small business concern. The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it () is, () is not, a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)
(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer ...	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It () has, () has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences

in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products. The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax invasion, or receiving stolen property; and) are,) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

98-SQ-30-12290

Attachment No. 1

Geologic Logs of Drill Holes
(Request hard copy from issuing office)

98-SQ-30-12290

Attachment No. 2

Drawings
(Request hard copy from issuing office)